

TERMS AND CONDITIONS FOR AUTHORS USING BOB BOOKSHOP

These terms and conditions are the terms and conditions upon which Bob Books agrees to provide the Publishing Service to the Author. If Bob Books accepts the Author's Submission, the Author will be legally bound by these terms and conditions. **PLEASE READ CLAUSE 7 OF THESE TERMS AND CONDITIONS CAREFULLY WHICH LIMITS BOB BOOKS' LIABILITY.**

1. Definitions

1.1. The following terms will have the following meaning in these terms and conditions:

"Bob Books"	Bob Books Limited (Company Number: 5691816) of 241A Portobello Road, London, W11 1LT;
"Author"	the author making a Submission under these terms and conditions;
"Content"	photographs, images, text and any other content belonging to the Author to be included in a Author's Book and contained in a Submission;
"Book"	a book product manufactured by or on behalf of Bob Books for the Author containing the Content in the format set out in a Submission;
"BOB Bookshop"	the designated part of the Site which provides means for members of the general public to purchase books submitted by Authors under these terms and conditions;
"Publishing Service"	the service provided by Bob Books to the Author via the BOB Bookshop area of the Site, whereby Bob Books provides a download of the Software and produces Book(s) pursuant to Submission(s) and makes such Books available for sale to the general public through the Site;
"Royalty"	shall be the amount agreed between the Author and Bob Books;
"Site"	the website accessible via www.bobbooks.co.uk < http://www.bobbooks.co.uk > and all sub-domains thereof owned and operated by Bob Books;
"Software"	Bob Books' proprietary software designed for the purpose of the Publishing Service and services offered by Bob Books generally with which Content can be imported into a personalised format for a Book;
"Submission"	submission of the Author's Content for a Book made via the Site containing that Content in the format created by the Author using the Software.

1.2. "Parties" shall mean Bob Books and the Author together.

1.3. The headings are for convenience only and do not form part of the contract.

1.4. Where the context so admits or requires, words denoting the singular include the plural and vice versa;

1.5. Where the context so admits or requires, words denoting the masculine shall include the feminine and vice versa;

1.6. References to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time (whether before or after the date of this agreement) and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation made under such provisions.

2. Software

2.1. The Software is properly licensed to Bob Books and the Author may download the Software free of charge subject to the following terms.

2.2. By clicking to download the Software from the Site, the Author accepts the terms relating to the Software set out in these terms and conditions. If the Author does not accept these terms, the Author must not install, use or run the Software on any computer.

2.3. Bob Books grants the Author a free, non-exclusive licence to install and use the Software strictly for the sole purpose of importing and formatting their own Content to submit to Bob Books via a Submission.

2.4. The Author will not:

2.4.1. use, copy, transfer or distribute the Software or part of it other than as permitted by these terms and conditions;

2.4.2. modify, adapt, merge, translate, decompile, disassemble, or reverse engineer the Software.

2.5. The licence granted under clause 2.3 above will terminate automatically if the Author fails to abide by any of these terms and conditions.

2.6. The Author will install and use the Software at the Author's own risk and in no event will Bob Books be liable to the Author for any loss or damage of any kind (except personal injury or death arising from Bob Books' negligence) including lost profits or other consequential loss arising from the use of or inability to use the Software or from errors or deficiencies in the Software.

3. Importing and Editing Content

3.1. The Software will enable the Author to:

- 3.1.1. import Content into a Book on the Author's own personal computer or similar equipment; and
- 3.1.2. edit the Content of the Book and create a personalised format for the Book using the Author's sole discretion.

3.2. The Author acknowledges and agrees that:

- 3.2.1. the Author will import and edit Content using the Software at the Author's own risk and Bob Books will not be liable for any damage caused to any Content as a result of the Author's use of the Software;
- 3.2.2. Content will be correctly and accurately imported and edited by the Author using the Software which will be entirely the Author's responsibility.

3.3. The Author's use of the Software is subject to the limitations on Bob Books' liability set out below and the warranties given by the Author under the headings Limitation of Liability and Warranties below.

4. Submissions

4.1. The Author will post their Submission(s) via the Site in accordance with the instructions set out on the Site. Bob Books reserves the right to:

- 4.1.1. reject, at its absolute discretion, any Submission received from the Author;
- 4.1.2. refuse to include any Content contained in a Submission in a Book on reasonable grounds, especially in the spirit of good taste and decency, or to comply with any relevant legislation or codes of practice.

4.2. No Submission will be validly submitted other than via the Site. Conditions stipulated by the Author in the course of making a Submission will be void.

4.3. Making a Submission is deemed to be an acceptance by the Author of these terms and conditions and the Author will be required to tick to confirm the Author's acceptance of these terms and conditions prior to acceptance of the Author's Submission by Bob Books.

4.4. No Submission will be deemed to have been accepted by Bob Books until Bob Books notifies the Author in writing (which may be by e-mail) accepting the Submission and notifying the Author of any relevant reference number.

4.5. The Author must ensure that the Content and format of the Submission and any other information in or relating to the Submission is complete and accurate.

4.6. Although Bob Books takes every precaution to ensure all books submitted to it appear correctly, it is the Author's responsibility to check their Submission, since Bob Books will simply reproduce the Submission "as is" in the relevant Book in the course of providing the Service and no amendments or changes to the Submission can be made after it has been submitted.

4.7. Bob Books provides the Service as a mere conduit for the reproduction of the Content in the Book and Bob Books does not exercise any input, selection or alteration of the Content whatsoever. Bob Books may use a contractor to produce the Book and such contractor will not exercise any input, selection or alteration of the Content whatsoever nor will Bob Books be liable for the actions or omissions of such contractor.

4.8. The Author agrees and accepts that Bob Books has no responsibility to review the Content or any other information contained in or relating to the Submissions all of which are provided to Bob Books on the basis that Bob Books will not exercise any control or judgment of the Content or other material contained in the Submission.

5. Sales of the Book

5.1. In consideration of payment of the Royalty to the Author by Bob Books, the Author grants to Bob Books full licence and permission to reproduce the Book for the duration of this Agreement.

5.2. Subject to the terms and conditions set out herein, Bob Books shall publish the Book by making it available for members of the general public to purchase through the BOB Bookshop area of the Site.

5.3. The Author agrees and acknowledges that Bob Books shall have no obligation to print a minimum number of copies of the book or to achieve any sales targets.

6. Royalty and Payment

6.1. Subject to and conditional upon the full performance and observance by the Author of all the undertakings obligations and warranties on the part of the Author contained in this Agreement Bob Books undertakes to pay to the Royalty.

- 6.2. The Author acknowledges and understands that the price payable for copies of the Book shall be at the absolute discretion of Bob Books and that Bob Books shall be entitled to adjust the price payable by customers for copies of the Book to account for the change in the amount of the Royalty.
- 6.3. The Royalty shall not be payable on copies of the Book given to the Author or distributed for the purposes of publicity or advertising or distributed as review copies or on copies of the Book which are lost or destroyed or for which Bob Books has not received payment.
- 6.4. Payments and transactions are managed for Bob Books Ltd by their designated service provider as notified to the Author through the BOB Bookshop.
- 6.5. Bob Books shall keep full books and records relating to the payment of sums due to the Author pursuant to this Agreement and shall prepare and submit to the Author a statement of account in relation to all sums payable to the Author within 15 days from the end of period of two consecutive calendar months in which sales of the Book have been made. Payment of amounts due to the Author shall be made after the statement of account is sent with payment being made in such manner as is communicated to the Author by Bob Books. The Author agrees and acknowledges that he or she shall be responsible for paying any transaction fee payable in relation to any transfer made in accordance with this clause 6.5.
- 6.6. If any bona fide claim shall be made in relation to the Book or any of the matters relating to the Author's warranties pursuant to this Agreement Bob Books shall be entitled without prejudice to any of its rights under this Agreement to suspend payment of the Royalty or to retain such sums by way of reserve as Bob Books considers appropriate until the withdrawal or settlement to the satisfaction of Bob Books and its insurers of such claim.
- 6.7. Value Added Tax shall to the extent applicable be payable in addition to the sums payable to the Author under this Agreement subject to the production and delivery by the Author to Bob Books of a full accurate and correct Value Added Tax invoice bearing the Author's Value Added Tax registration number and country prefix accompanied by sufficient proof of the veracity of such details as Bob Books may request.

7. Limitation of Liability

- 7.1. The Author acknowledges that the following provision reflects a fair allocation of risk. These terms and conditions set out Bob Books' entire liability to the Author and all other liability of Bob Books to the Author is hereby excluded, subject that nothing will exclude or restrict Bob Books' liability for fraudulent misrepresentation and/or for death or personal injury (including but not limited to sickness and death) to the extent that such injury results from Bob Books' negligence or wilful default, its servants, agents or subcontractors.
- 7.2. The Author agrees that Bob Books' total liability under these terms and conditions will not exceed (death or personal injury excepted) the Royalty paid to the Author by Bob Books relating to the relevant Book giving rise to the alleged claim, including where such liability arises out of Bob Books' negligence.
- 7.3. In no event will Bob Books be liable to the Author whether in contract, tort, by statute or otherwise in respect of any loss of profits and/or for any special, indirect, incidental or consequential loss or damage arising out of or in connection with the provision of the Publishing Service, including without limitation: loss of revenue, loss of anticipated savings, loss of business and/or goods, loss of goodwill, loss of use, loss and/or corruption of data and/or other information. For the avoidance of doubt, neither the types of loss and/or damage specified above nor any similar types of loss and/or damage will constitute direct loss for the purposes of this agreement.
- 7.4. The Author will be entirely responsible for the Content and the Submission. Bob Books will not be liable for any error made by the Author with regard to the Content or in the Submission. In the event of an error or omission in the reproduction of the Content in the production of the relevant Book as set out in the relevant Submission which materially detracts from it, Bob Books' liability for any such error or omission made by Bob Books will not exceed the LESSER of the following:
 - 7.4.1. the amount of the Royalty relating to the relevant Book in question; or
 - 7.4.2. the cost of re-producing the relevant Book in question.

8. Warranties

- 8.1. The Author warrants and undertakes that the Content and Submission will not contain any content, information or material (including images and text) which:
 - 8.1.1. is unlawful or which gives rise to civil or criminal liability;
 - 8.1.2. is abusive, illegal, pornographic, defamatory, libellous, untrue, discriminatory, obscene, inflammatory or racist;
 - 8.1.3. breaches any rights of privacy, rights in confidential information, data protection rights or any other related rights of any organization or individual without limitation;
 - 8.1.4. infringes upon the Intellectual Property Rights (as defined in clause 9.1 below) of any third party;
 - 8.1.5. is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;

- 8.1.6. is fraudulent, false or misleading;
 - 8.1.7. harasses any person;
 - 8.1.8. solicits, invites, encourages, advocates, incites or provokes any or all of the foregoing or contains, links to or directs persons to such material;
 - 8.1.9. may bring Bob Books or the Site into disrepute.
- 8.2. Notwithstanding the above, the Author warrants that the Author will be truthful and honest in its use of the Service and use the Service in a responsible and reasonable manner and only in a manner envisaged by these terms and conditions.
- 8.3. The Author warrants that where necessary, all appropriate permissions have been obtained for use of any third party material contained in the Content.
- 8.4. Any breach of these warranties will entitle Bob Books to refuse to produce the relevant Book at Bob Books' discretion and Bob Books may at its discretion cancel all or any other Submissions made by the Author and terminate this agreement without notice.
- 8.5. Bob Books does not give any warranties with regard to the Software or Service or with regard to any Book and to the maximum extent permitted by law, Bob Books excludes liability for all representations (except those made fraudulently), warranties, conditions and other terms which but for this notice would have effect or be implied.
- 8.6. The Author will indemnify and hold harmless Bob Books in full and defend at its own expense Bob Books against all claims, liabilities, costs and losses whatsoever and howsoever incurred by Bob Books its servants or nominees arising out of any claim made against it in any jurisdiction in the world as a result of the breach by the Author of the above warranties.
- 8.7. The Author agrees and acknowledges that he is responsible for the security and use of any password or login identifier issued to him in connection with the provision of the Services and that he must take all reasonable steps to ensure that such identifiers are kept confidential and secure and that he will not allow any other person without his authority to use the Services using his password or identifier.

9. Intellectual Property Rights

- 9.1. All copyright, design rights, database right, patents, personality rights and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, trade marks (whether registered or unregistered) and any applications therefore ("Intellectual Property Rights") in the design, development, look and feel and concept of the Site and in the Publishing Service as operated by Bob Books and all Intellectual Property Rights in the Software are the property of or properly licensed to Bob Books. All such rights of Bob Books are hereby asserted and reserved.
- 9.2. All Intellectual Property Rights in the Content and Submission are the property of or properly licensed to the Author, and the Author grants to Bob Books a free licence to use such Intellectual Property Rights in the Content and Submission as necessary for the purposes of providing the Publishing Service.
- 9.3. The Author waives any so-called "moral rights" in the Content and to the Book, and acknowledges that he will be responsible for including any credit in the book when making the Author's Submission.
- 9.4. The Author alone will be responsible for the Author's Submission and Content and the Author represents to Bob Books that such Submission will not involve, contain or include Content or other material that is likely to infringe the Intellectual Property Rights of any third party.
- 9.5. The Author will indemnify and hold harmless Bob Books in full and defend at its own expense Bob Books against all claims, liabilities, costs and losses whatsoever and howsoever incurred by Bob Books its servants or nominees arising out of any claim made against it in any jurisdiction in the world for infringement of any Intellectual Property Rights of any third party caused by the Author's use of the Service, the Content and/or Submission.
- 9.6. Bob Books, BOB, bobbooks.co.uk and associated logos and brand features are trade names or trade marks of Bob Books, the use of which is expressly forbidden by any other persons without the express permission of Bob Books. Such trade marks, trade names and brand features may be reproduced on the Book by Bob Books.

10. Data Protection

- 10.1. The Author agrees to the reasonable processing of personal data (as defined in the Data Protection Act 1998) by Bob Books for the purposes of providing the Service to the Author. In processing personal data, Bob Books will comply with all relevant legislation, including but not limited to the Data Protection Act 1998.
- 10.2. Bob Books will not without your prior authorisation, release your details to any 3rd party.

11. Restrictions of the Internet

- 11.1. The Author acknowledges and accepts that:

11.1.1. Bob Books has no control over the Internet which is a global decentralised network of computer systems. Access to the Site and Service will not be error free or uninterrupted and may be very variable; and

11.1.2. information, software and other material accessible over the Internet via the Site including the Software may contain viruses, worms, Trojan horses, cancelbots, or other harmful and destructive components. Bob Books will not be liable for any direct, indirect, incidental or other loss or damages which result or may result from the Author's access to or use of the Internet or the Software.

11.2. The Site is maintained by Bob Books' web hosting service provider. Every effort is made to ensure the continuity of the Site, but some occasional technical downtime beyond Bob Books' control and/or the control of Bob Books' hosting service provider may occur. Such downtime may prevent the Software being available for download for the duration of the downtime and may result in errors occurring in the posting of Submissions via the Site. Bob Books will not be liable for such delays or errors resulting from any cause beyond Bob Books' control and/or that of Bob Books' web hosting provider including, for the avoidance of doubt, hosting server downtime.

12. Termination

12.1. Bob Books may terminate the Service at any time for any reason on notice in writing (which may be by e-mail) to the Author in the event of any breach by the Author of the provisions of these terms and conditions.

12.2. Bob Books may terminate this Agreement by giving one month's notice.

12.3. The Author may terminate this Agreement by giving one month's notice.

12.4. The Author acknowledges and agrees that Bob Books may, at its absolute discretion, sell, distribute or otherwise deal in any copies of the Book remaining in its possession following termination of this Agreement.

13. Notices

13.1. Any notice required or permitted under these terms and conditions will be in writing (which may be by e-mail) and will be deemed to have been properly given:

13.1.1. 48 hours after being posted by first class mail (by airmail if sent internationally) with postage prepaid to the address set out on the Submission or other address notified for the purpose; or

13.1.2. at close of business on the day of effective transmission if sent by e-mail to an e-mail address notified for that purpose.

14. General

14.1. These terms and conditions set out the whole of our agreement relating to the Publishing Service. Nothing said by any sales person on behalf of Bob Books, nor any other purported variation to these terms and condition, should be understood as a variation of these terms and conditions or as an authorised representation about the nature or quality of the Publishing Service. Save for fraud or fraudulent misrepresentation, Bob Books shall have no liability for any such representation being untrue or misleading.

14.2. No provision of these terms and conditions will be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to it.

14.3. Bob Books may assign its rights or obligations under these terms and conditions at anytime. The Author may not assign its rights or obligations under these terms and conditions without Bob Books' prior written consent.

14.4. Bob Books will not be liable for failure to meet its obligations under these terms and conditions if Bob Books or its contractors are prevented from or delayed in doing so due to circumstances beyond Bob Books' reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

14.5. Bob Books can be contacted in writing at Bob Books Ltd, 241a Portobello Road, London, W11 1LT or via email askbob@bobbooks.co.uk.

15. Governing Law

15.1. These terms and conditions will be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts.